

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT of FLORIDA

<p>MONIQUE MOISE.,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>CONVERGENT OUTSOURCING, INC.</p> <p style="text-align: center;">Defendant.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No: 24-cv-24052-RKA</p> <p style="text-align: center;">COMPLAINT</p> <p>Jury Trial: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <div style="border: 1px solid black; padding: 5px; margin-top: 20px;"> <p>FILED BY <u>AN</u> D.C.</p> <p style="text-align: center;">OCT 21 2024</p> <p style="text-align: center; font-size: small;">ANGELA E. NOBLE CLERK U.S. DIST. CT. S. D. OF FLA. - MIAMI</p> </div>
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INTRODUCTION

1. This is a civil action for actual, punitive, statutory damages and cost brought by Monique Moise hereinafter, ("Plaintiff") an individual consumer, against defendant, Convergent Outsourcing Inc., hereinafter ("Defendant") for violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter "FCRA").

1 This action is brought under the Fair Credit Reporting Act ("FCRA"), 15
2 U.S.C. § 1681 et seq., a statute enacted by Congress to ensure fair and accurate
3 credit reporting, promote efficiency in the banking system, and protect consumer
4 privacy. Central to this lawsuit is the interpretation and application of 15 U.S.C. §
5 1681b, which delineates the permissible purposes for which one may obtain a
6 consumer report. The FCRA is designed to balance the needs of creditors,
7 employers, insurers, and other entities in accessing consumer information against
8 the rights of consumers to be free from unwarranted invasions of privacy and to
9 ensure that such information is accurate and used appropriately.

10
11 At the heart of the FCRA's protections is the requirement that any entity
12 seeking to obtain a consumer report must have a clearly defined permissible
13 purpose as outlined in Section 1681b. This provision safeguards consumers against
14 unauthorized or frivolous access to their sensitive personal and financial
15 information, which if misused, can lead to significant personal and financial harm.
16 The statute explicitly enumerates these permissible purposes, reflecting a deliberate
17 effort by Congress to limit access to consumer reports to scenarios where there is a
18 legitimate need for such information, thereby upholding the statute's overarching
19 goal of protecting consumer privacy and ensuring the responsible use of consumer
20 information.

21

1 In bringing this action, the plaintiff asserts that the defendant, Convergent
2 Outsourcing Inc., has violated the FCRA and FFCRA by accessing the plaintiff's
3 consumer report without any of the permissible purposes enumerated in 15 U.S.C.
4 § 1681b and Florida statute 501.005. This unauthorized access not only
5 contravenes the explicit statutory restrictions set forth by the FCRA and FFCRA
6 but also undermines the statute's fundamental purpose of protecting consumer
7 privacy and ensuring the integrity of consumer reporting. Through this lawsuit, the
8 plaintiff seeks to vindicate their rights under the FCRA and FFCRA, to hold the
9 defendant accountable for their unauthorized actions, and to reaffirm the
10 importance of strict compliance with the statute's provisions as a cornerstone of
11 consumer protection and trust in the consumer credit reporting system.

12 13 14 **JURISDICTION AND VENUE**

15 2. Jurisdiction of this court arises under 15 U.S.C § 1681(p), and 28 U. S. C
16 § 1331. Venue is proper in this judicial district pursuant to 28 U.S.C. 1391(b)(1)
17 and 28 U.S.C. § 1391(b)(2) because a substantial part of the events, omissions, or
18 conduct giving rise to Plaintiff's claim occurred in this judicial district. Defendants
19 transact business in Miami, FL.
20
21

1 3. The Court has supplemental jurisdiction of any state law claims pursuant
2 to 28 U.S.C. §1367.

3
4 **PARTIES**

5
6 4. Plaintiff, Monique Moise is a natural person and consumer as defined by
7 15 U.S.C. § 1681a(c), residing in Miami, FL.

8
9 5. Upon information and belief, Convergent Outsourcing, Inc. is a
10 Washington corporation. Convergent Outsourcing, Inc. accepts service of process
11 through its registered agent Corporation Service Company located at 1201 Hays
12 Street Tallahassee, FL 32301-2525.

13
14 6. Convergent Outsourcing Inc. is a "person" as defined by 15 U.S.C. §
15 1681a(b).

16
17 **FACTUAL ALLEGATIONS**

18
19 7. On August 6th, 2022, Plaintiff obtained her consumer report from
20 Experian.

1 8. In the report Plaintiff observed an unauthorized inquiry from Defendant
2 on March 31st, 2022, See Exhibit A.

3
4 9. Plaintiff only discovered the impermissible pull on June 10th after
5 reviewing former credit reports. On June 10th, 2024, Plaintiff filed a formal
6 complaint with the Consumer Financial Protection Bureau (CFPB) against
7 Defendant, Convergent Outsourcing Inc., regarding unauthorized inquiries into
8 Plaintiff's credit report.

9
10 10. In the complaint, Plaintiff demanded that Defendant provide proof of its
11 alleged permissible purpose for accessing Plaintiff's credit report.

12
13 11. Specifically, Plaintiff requested that Defendant classify its reasoning
14 behind willfully accessing plaintiff's consumer credit report.

15
16 12. Despite this demand, Defendant has failed to produce any such
17 documentation that would give them a reason to believe they had a permissible
18 purpose to access Plaintiff's consumer report.

1 13. Defendant did not have a permissible purpose to access Plaintiff's credit
2 report under the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681b and Florida
3 Fair Credit Act (FFCRA), 501.005.

4
5 14. Defendant, Convergent Outsourcing Inc., willfully violated the Fair
6 Credit Reporting Act (FCRA), 15 U.S.C. § 1681b(f), Florida Fair Credit Act
7 (FFCRA), 501.005, by accessing Plaintiff's credit report without a permissible
8 purpose.

9
10 15. Defendant's actions were not the result of a mere oversight or negligence
11 but were undertaken with knowledge or reckless disregard for the requirements of
12 the FCRA and FFCRA.

13
14 16. Defendant's conduct demonstrates a blatant disregard for Plaintiff's
15 privacy rights and the protections afforded by the FCRA and FFCRA. By
16 accessing Plaintiff's credit report without any legitimate reason, Defendant showed
17 a reckless indifference to the statutory requirements designed to protect consumers
18 from unauthorized access.

19
20 17. Plaintiff has suffered a concrete and particularized injury due to
21 Defendant's unauthorized access to Plaintiff's credit report. This unauthorized

1 access invaded Plaintiff's privacy and caused significant distress and anxiety,
2 thereby establishing tangible harm.

3
4 18. The injury suffered by Plaintiff is directly traceable to Defendant's
5 actions. By pulling Plaintiff's credit report without a permissible purpose,
6 Defendant directly caused the invasion of Plaintiff's privacy and the resulting
7 distress.

8
9 19. The harm suffered by Plaintiff can be redressed by a favorable decision
10 from this Court. Plaintiff seeks statutory damages, punitive damages, and costs
11 under the Fair Credit Reporting Act (FCRA) and Florida Fair Credit Reporting Act
12 (FFCRA), which are remedies explicitly provided for by the statute to address such
13 violations.

14
15
16 **COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT**
17 **15 U.S.C § 1681b(f) DEFENDANT CONVERGENT OUTSOURCING,**
18 **INC.**

19 20. All preceding paragraphs are realleged.
20
21

1 21. The Defendant willfully violated the Fair Credit Reporting Act, 15 USC
2 1681b(f) by obtaining the Plaintiff Experian consumer report without a permissible
3 statutory purpose on March 31st, 2022.

4
5 22. Defendant Convergent Outsourcing Inc. was neither retained by a
6 creditor with whom Plaintiff had initiated a credit transaction, thereby failing to
7 establish a permissible purpose for accessing Plaintiff's consumer report.

8
9 23. Defendant Convergent Outsourcing Inc. was aware or should have been
10 aware of their obligations under the FCRA to access consumer reports only for
11 permissible purposes.

12
13 24. Despite this knowledge, Defendant Convergent Outsourcing Inc.
14 intentionally or recklessly disregarded their obligations under the FCRA and did
15 not verify the purported debt or take other actions that would constitute a
16 permissible purpose for accessing Plaintiff's consumer report.

17
18 25. Defendant Convergent Outsourcing Inc. actions were not isolated but
19 part of a pattern or practice, further demonstrating willfulness.
20
21

1 26. As a direct result of Defendant Convergent Outsourcing Inc. violation of
2 15 U.S.C § 1681b(f), Plaintiff has suffered actual damages of invasion of privacy
3 and, is entitled to actual and statutory damages, as provided by 15 U.S.C §
4 1681n(a)(1)(B).

5
6 **COUNT 2 VIOLATION OF THE FLORIDA FAIR CREDIT**
7 **REPORTING ACT(FFCRA) 501.005 DEFENDANT CONVERGENT**
8 **OUTSOURCING, INC.**

9 27. All preceding paragraphs are realleged.

10 28. The Defendant willfully violated the Florida Fair Credit Reporting Act,
11 501.005 by obtaining the Plaintiff Experian consumer report without a permissible
12 statutory purpose on March 31st, 2022.

13 29. Defendant Convergent Outsourcing Inc. was neither retained by a
14 creditor with whom Plaintiff had initiated a credit transaction, thereby failing to
15 establish a permissible purpose for accessing Plaintiff's consumer report.
16

17 30. Defendant Convergent Outsourcing Inc. was aware or should have been
18 aware of their obligations under the FFCRA to access consumer reports only for
19 permissible purposes.
20
21

1
2 31. Despite this knowledge, Defendant Convergent Outsourcing Inc.
3 intentionally or recklessly disregarded their obligations under the FFCRA and did
4 not verify the purported debt or take other actions that would constitute a
5 permissible purpose for accessing Plaintiff's consumer report.
6

7 32. Defendant Convergent Outsourcing Inc. actions were not isolated but
8 part of a pattern or practice, further demonstrating willfulness.
9

10 33. As a direct result of Defendant Convergent Outsourcing Inc. violation of
11 Florida Fair Credit Reporting Violation as 501.005, Plaintiff has suffered actual
12 damages of invasion of privacy and, is entitled to actual and statutory damages, as
13 provided by 501.005(16)(b) and 501.005(16)(c)
14
15

16 **JURY DEMAND AND PRAYER FOR RELIEF**
17

18 Wherefore, Plaintiff Monique Moise, respectfully demands a jury
19 trial and request that judgment be entered in favor of Plaintiff against the
20 Defendants for:
21

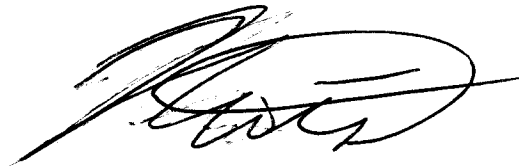
1 (a) Actual damages, statutory damages, and potentially punitive damages for
2 violations of 15 U.S.C § 1681b(f), as provided by 15 U.S.C
3 §1681n(a)(1)(B).

4 (b) Actual damages, statutory damages, and punitive damages for violations
5 of Florida Fair Credit Reporting Violation as provided by 501.005(16)(b),
6 501.005(16)(c)

7 (c) Actual and punitive damages for Invasion of Privacy (Intrusion on
8 Seclusion)

9
10
11
12
13 Date:

14
15 10/11/2024



16
17 Monique Moise
18 2333 NW 167th St
19 apt 113
20 Miami Gardens, FL 33056

21 momoise1128@gmail.com

Exhibit A

09/01/2021,
08/28/2021,
08/25/2021,
08/21/2021,
08/18/2021,
08/14/2021,
08/11/2021 and
08/07/2021

760 MARKET
ST FL 2,
SAN
FRANCISCO CA
94102

**SYNCHRONY
FINANCIAL**

Inquired on
07/18/2022

4125 WINDARD
PLAZA,
ALPHARETTA
GA 30005

**WEBCOLLEX
LLC**

Inquired on
07/14/2022

505
INDEPENDENC
E PKWY,
CHESAPEAKE
VA 23320
(757) 361-0018

**RESURGENT
CAPITAL
SERVIC**

Inquired on
07/07/2022

PO BOX 10497,
GREENVILLE
SC 29603
(866) 464-1183

**DISCOVER
FINANCIAL
SVCS**

Inquired on
07/06/2022

2500 LAKE
COOK RD,
RIVERWOODS
IL 60015
(877) 728-3030

JPMCB

Inquired on
07/01/2022,
06/01/2022,
05/01/2022,
04/01/2022,
03/01/2022,
02/01/2022,
01/07/2022,
12/01/2021,
11/01/2021,
10/01/2021 and
09/01/2021

PO BOX 15298,
WILMINGTON
DE 19850

**COLLEGE AVE
STUDENT
LOAN**

Inquired on
04/28/2022

233 N KING ST,
WILMINGTON
DE 19801

**BEST
EGG/MARLETT
E MARKET**

Inquired on
03/31/2022

3419
SILVERSIDE RD,
WILMINGTON
DE 19810

**CONVERGENT
OUTSOURCING,**

Inquired on
03/31/2022

800 SW 39TH
ST,
RENTON WA
98057
(888) 871-2279